



REBATE APPLICATION- STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CUSTOMERS

CUSTOMER INFORMATION		
Name of Company:		
Contact Name:		
Name of Facility (if different than Company):		
Installation Street Address ( <i>physical location</i> ):		
City:	State:	Zip:
Office Phone:	Mobile Phone:	
Email:		

### Program Overview

The EnergySmart Grocer Program (Program), administered by CLEARResult, provides technical assistance, information and incentives to eligible commercial customers of Avista (Sponsor) to install and implement energy efficient measures. The Program is offered on a first come, first-served basis from January 1, 2018 through December 31, 2018 while funding lasts.

The EnergySmart Grocer Program ("Program") is restricted to grocery stores, convenience stores, and supermarkets operating in Avista Utilities service area. Electric customers are eligible for rebates for electric efficiency measures; gas customers are eligible for gas efficiency measures. Before making any upgrades to your store please contact the Program at **1.800.230.9420** or speak to your account manager directly. The Program will document your store's pre-existing conditions, calculate project savings, explain Equipment Terms and Conditions to you and your contractor, and assist in qualifying your project for rebates.

Please note there may be ways to achieve project energy savings that are not defined in the program's terms and conditions. If you have a proposal that doesn't meet the exact Equipment Terms and Conditions, but you believe offers the same or greater energy savings, please contact the Program at the number above

### Program Eligibility

Customer confirms that it is an existing commercial customer that receives electric distribution services from Sponsor. Customer agrees to provide full and accurate usage data and other information upon request. Customer also agrees to provide access to CLEARResult, Sponsor and any third-party contractor (Contractor) for the purpose of participating in the Program. To receive a rebate under the EnergySmart Program, applicant must fully complete and agree to be bound by the terms and conditions of this Rebate Application and engage a participating Trade Ally to perform installation of the products and measures. please contact the program at **1.800.230.9420** with questions.

### Does your project meet program requirements?

1. All purchase invoices or receipts for items must be dated after October 1, 2017.
2. Rebates may not exceed the total installed cost of the measure.
3. Equipment must meet the Terms and Conditions specified. Terms and Conditions are subject to change. Please check with EnergySmart Grocer Program before submitting application.



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How to Apply

Step 1: Complete this Customer Participation Agreement

Step 2: Contractor or Account Manager will fill out the rebate worksheet, showing the units installed and calculating the total rebate for you to sign.

Step 3: Attach itemized invoice(s) for equipment installed. Invoices must clearly indicate equipment installed, quantity and unit pricing. If labor costs are not included on the invoice, a separate labor invoice may be submitted in addition to the equipment invoice. Applications will be rejected if invoice does not meet invoicing requirements (photocopies accepted). Contact the Program for a complete listing of Invoice Requirements.

Mail your signed Rebate Worksheet, signed Application, and Invoice to:

EnergySmart Program
100 SW Main Street, Suite 1500
Portland, OR 97204
Or email energysmartonline@cleareresult.com

Form with sections: CUSTOMER AGREED AND ACCEPTED, Signature, Date, Name (printed), Title; and CLEARESULT AGREED AND ACCEPTED, Signature, Date, Name (printed), Title.



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These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Customer for the purpose of evaluating and installing energy efficient measures (“**EEM**”) under the Program funded by Sponsor. CLEAResult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that the state regulatory governing body, as applicable (the “**PUC**”), Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM using Program incentives. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner’s permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period.
3. **INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor’s energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM. Customer agrees to refund a prorated portion of any rebate if Customer does not leave the measure installed for the total Measure Life or if Customer ceases to be an Avista customer. Rebates are paid in the order received and Customer acknowledges that rebates may be cancelled if funds are depleted. Rebates greater than \$600 will be reported to the IRS on Form 1099. Customer is responsible for any taxes or fees assessed on Rebates.
4. **AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, Sponsor and the PUC to access its facilities for the purpose of confirming Customer’s participation in the Program, inspecting installed EEM, and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, Contractor, Sponsor and the PUC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM are installed in accordance with all applicable federal, state and local laws and manufacturer’s specifications.
5. **CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Contractor, Sponsor and the PUC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer’s written approval.
6. **NO WARRANTY.** CLEAResult, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR, NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. ALL PROJECTED SAVINGS ARE ESTIMATES AND NEITHER CLEAResult OR SPONSOR GUARANTEE ANY LEVEL OF SAVINGS.
7. **INDEMNIFICATION: LIMIT ON LIABILITY.** CUSTOMER AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
8. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Washington, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.